



APPLICATION INSTRUCTIONS COMMERCIAL USE AUTHORIZATION Bandelier National Monument

OMB Control No. 1024-0268
Exp. Date: 08/31/2016

The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park: Commercial Tours/Services – bus and (front country) walking tours.
2. Respond “No” or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, National Park Service, as additionally insured in the amounts designated in the application.
10. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
11. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details (does not include minor traffic tickets).
12. Include payment of the Application/Administrative Fee (see Attachment B). **Note: These costs will be waived for 2015 at Bandelier NM since commercial tour entry fees apply.**
13. Please sign and date your application. If the person SIGNING this application is not an Authorized Agent for the business, proof of signing authority must accompany this application.

Additional Information:

The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits to locations, times, group size, and employee licenses and certifications.

CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area Superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be at least **\$500,000.00** and naming the United States of America, as additional insured. Holder agrees to carry auto insurance unless arriving on foot. (Please see #9 on application for amounts) Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization. **Note: These costs will be waived for 2015 at Bandelier NM since commercial tour entry fees apply.**

6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.



APPLICATION FORM COMMERCIAL USE AUTHORIZATION

OMB Control No: 1024-0268
Exp. Date: 08/31/2016

DEPARTMENT OF THE INTERIOR
National Park Service
Bandelier National Monument
Attention: CUA Coordinator
15 Entrance Road
Los Alamos, NM 87544
505.672.3861 x.410

IMPORTANT: Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above. Please submit your application fee of _____ with this application. **Note: These costs will be waived for 2015 at Bandelier NM since commercial tour entry fees apply.**

- (1) **Service for which you are applying**
(See list of approved services in the attached instructions)

- (2) **Will you be providing this service in more than one park?** Yes ____ No ____ **If yes, list all.**

- (3) **Applicant** (Legal Business Name and DBA)

- (4) **Authorized Agents** (Owner and any onsite person authorized to manage the operation)

- (5) **Mailing Address:**

PRIMARY CONTACT INFO (Dates at this address _____)

Address: _____

City, State, Zip: _____

Email: _____

Website: _____

Day Phone: _____ Evening Phone: _____

Fax: _____

ALTERNATE CONTACT INFO (Dates at this address _____)

If same as "Primary Contact Info", check here ☐ and go to number (6).

Address: _____

City, State, Zip: _____

Day Phone: _____ Evening Phone: _____

Fax: _____

(6) What is your Business Type (Please check one below):

☐ Sole Proprietor

☐ Partnership (Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)

(Name _____)

(Name _____)

☐ Corporation: (State: _____ Entity Number _____)

☐ Limited Liability Corporation: (State: _____ Entity Number _____)

☐ Non-Profit (Please attach a copy of your IRS Ruling or Determination Letter)

☐ Other (Specify)

(7) State Business License Number: _____ **Expiration Date:** _____

(8) Employer Identification Number (EIN) _____

(9) Insurance and Vehicles

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America, National Park Service as an **additional insured**. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage, see Park-Specific instructions. Auto Liability insurance is also required at a minimum coverage amounts described below.

Number of Passengers	Minimum per Occurrence Liability Limits
Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping.)	\$500,000
Up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers	\$750,000
Over 21 passengers	\$1,500,000

Will your business operate vehicles (car, truck, van, bus, taxicab, boats, aircraft etc.) within NPS boundaries____? Yes ☐ No ☐

If "yes," please give a description of each vehicle. Use additional paper if necessary. All vehicles are required to be registered and the operators are required to have the licenses to operate them commercially as required by law or regulation.

MAKE OF VEHICLE	MODEL	YEAR	MAX # PASSENGERS	OWN	LEASE

(10) NPS Employment

Are you, your spouse, or minor children employed with the National Park Service?

Yes ☐ No ☐ If Yes, please complete below:

Employee: _____

Title _____

Park and Office where employed: _____

(11) To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions

Yes ☐ No ☐ If "yes", please provide the following information. Attach additional pages if necessary.

Date of violation or incident under investigation: _____

Name of business or person(s) charged: _____

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional) _____

(Results) Action Taken by Court _____

(12) **FEE:** Please include the Application/Administrative fee as outlined in the Park-Specific instructions. **Note: These costs will be waived for 2015 at Bandelier NM since commercial tour entry fees apply.**

(13) **Signature:** False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.

Signature

Date

Printed Name

Title

This application may be sent via e-mail:

joanie_budzileni@nps.gov

or USPS:

CUA Coordinator

Bandelier National Monument

15 Entrance Road

Los Alamos, NM 87544

PAPERWORK REDUCTION ACT STATEMENT: In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (16 USC 5966). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Bandelier National Monument
Park Contact: CUA Coordinator
Phone Number: 505.672.3861 x.410

COMMERCIAL USE AUTHORIZATION

UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

1. **Authorized Activity: Commercial Tours and/or Transportation – Buses and Front country walking tours.**

Permit Number BAND _____
Park Alpha-Number _____

Authorization Number: _____

2. **Authorization Holder Information:**

Business Name _____

Contact Name _____

Address _____

Phone and Fax _____

Date/Time:
March 6, 2015 12:01 AM

Expiration Date/Time:
December 31, 2015, 12:00 AM

Name of Area _____

(If applicable) _____

3. The holder is hereby authorized to use the following described land or facilities in the above named area: **Areas within Bandelier National Monument open to the general public and designated by the permit conditions.**

4. SUMMARY OF AUTHORIZED ACTIVITY: The Holder is authorized to operation road-based commercial tours and passenger carrying vehicles (bus, van and/or passenger car) for the purpose of providing guided tours and/or transporting organized tour groups within Bandelier National Monument.

5.

☒ **Out- of- Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

☐ **In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area

6. NEPA/NHPA COMPLIANCE

☒ Categorical Exclusion ☐ EA/FONSI ☐ EIS ☐ Other Approved Plans
PEPCI NUMBER _____

7. COST RECOVERY (REQUIRED)

Application Fee:	<input checked="" type="checkbox"/> Required	Amount: Not Required for 2015	Received _____
Administrative Fee:	<input checked="" type="checkbox"/> Required	<input checked="" type="checkbox"/> Not Required for 2015	Amount _____
Monitoring Fee:	<input type="checkbox"/> Required	<input checked="" type="checkbox"/> Not Required for 2015	Amount _____
Other Fee (Facility Use Fee, Gate Access or Other)	<input type="checkbox"/> Required	<input checked="" type="checkbox"/> Not Required	Amount _____

8. INSURANCE

Liability	<input checked="" type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount <u>\$500,000</u>
Auto	<input checked="" type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount _____

Please see chart, application form, #9

ISSUANCE of this authorization is subject to the conditions below. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

9. SIGNATURES

Authorization Holder:

Signature

Title

Date

Authorizing NPS Official:

Signature

Title

Date

Authorizing NPS Official:

(additional if required¹)

Signature

Title

Date

¹ NPS Regional Director signature is required if Gross Receipts are expected to exceed 100,000

CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be at least \$500,000.00 and naming the United States of America as additional insured. Holder agrees to carry auto insurance unless arriving on foot. (Please see #9 on application for amounts) Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization. **Note: These costs will be waived for 2015 at Bandelier NM since commercial tour entry fees apply.**
6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.



ANNUAL REPORT INSTRUCTIONS COMMERCIAL USE AUTHORIZATION

OMB Control No. 1024-0268
Exp. Date: 08/31/2016

INSTRUCTIONS

These instructions correspond to the numbered questions in Form 10-660.

1. Enter your contact information as it appears on your permit.
2. Enter the service you provide as it appears on your permit.
3. Enter the number of visitors who use your service. Enter the number of trips your company made to the park; i.e., a two person trip for 3 days is ONE TRIP.
4. Enter the average number of hours or days a customer spends in the park on one of your trips.
5. Check the box that best describes the level of importance the park plays in this CUA.
6. Enter the percentage of your activity that takes place in the park.

Example: If you raft through the park and 8 of 10 miles are inside the park, then 80% of the activity takes place in the park. OR If you spend 4 hours on a hike and the last hour is hiking outside the park then you spend 75% of the activity in the park.

7. Enter your total gross receipts for this business year.
8. Enter the dollar amount of your gross receipts that is the portion of your total gross receipts that you earned as a result of visiting the park.

If the park is the exclusive destination for your activity, then 100% of your gross receipts are a result of your visiting the park. If it is a primary or incidental destination, then estimate what percentage is a result of visiting the park. As a general rule, this should not be less than the answer to #6.

9. Provide details of any reportable injuries incurred to you, your employees, or clients this year.
10. Signature of business owner or authorized agent.



ANNUAL REPORT 2014 COMMERCIAL USE AUTHORIZATION

OMB Control No. 1024-0268
Exp. Date: 08/31/2016

**DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Bandelier National Monument
CUA COORDINATOR
505.672.3861 x.410**

Due: April 5, 2015

Please enter the information below. Refer to the instructions on page 1.

1. Contact Information

Holder Name: _____ *Contact Person (if different):* _____

Business Name: _____ *Email: (business)* _____

Mailing Address: _____ *Email: (Contact Person)* _____
(Note if Winter/Summer)

_____ *Website:* _____

Phone: _____ *Fax:* _____
(Note if Winter/Summer) (Note if Winter/Summer)

2. Services provided:

VISITOR USE INFORMATION

3. How many clients did you serve within the park in 2014? _____
How many trips did your company make to the park in 2014? _____

4. What was your average length of stay per visit in the park this year?
(For day trips show the average number of hours that you spend in the park per trip.
For overnight trips show the average number of nights that you spend in the park per trip.
If both types of trips were offered show the average length of stay for each type.)

Day Use

Number of Day Trips _____ **Average Hours/trip** _____
(Show trips that use lodging outside of the park, as day trips.)

Overnight Use

Number of Overnight Trips _____ **Average # of Nights/trip** _____
(May include 1st day travel to trailhead and last day exiting backcountry.)

5. The park is:

- ☐ the **exclusive** destination for your clients. (This means it is the only destination being offered on the trip, not including brief stops along the way. 100% of your trip is a result of your visiting the park.)
- ☐ a key **destination** or a **significant location**. (This means it is one of several sites where your services are provided. Some percentage of your trip is a result of visiting the park.)

6. What percentage of your trip is a result of visiting the park? _____

FINANCIAL INFORMATION

7. What were the total gross receipts from your operation in 2014? _____

8. What were the gross receipts earned as a result of visiting the park in 2014? _____
See Instructions

INJURY INFORMATION

9. Did you have any reportable injuries occur during your trips this year? Yes ☐ No ☐

If yes, please use a separate sheet of paper to report the date and type of injury and a brief statement of the incident and the outcome of the patient care, please omit the patient's name. A reportable injury involves any medical incident or injury requiring medical aid beyond Basic First Aid and/or when a request for medical aid/rescue assistance is made. You do not need to send in a report if you have already done so.

10. Signature: False, fictitious or fraudulent statements of representations made in this report may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or **imprisonment** (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this report. Authorized Agents must attach proof of authorization to sign below.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.

Signature

Date

Printed Name

Title

PAPERWORK REDUCTION ACT STATEMENT: In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 U.S.C. 101925). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your impact to park resources and compliance with park regulations and limitations. We estimate that it will take approximately 1.25 hours to prepare a report, including time to review instructions, gather and maintain data, and complete and review the report. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.